IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

SUMMONS FOR JUDGEMENT NO.547 OF 2005

In

SUMMARY SUIT NO.1617 OF 2005

Reuters India Private Limited : Plaintiff

V/s.

Escorts Limited : Defendant

...

Ms Padmaja Dholakia with Mr.V. Gupta i/b. Dholakia Gupte & Co., for the plaintiff.

Mr.Ankit Rajput with Ms Sheeba Ajwani i/b. Dave & Girish & Co., for the defendant.

...

CORAM : S.J.VAZIFDAR, J.

December 6, 2005.

P.C.

1. The suit is filed to recover amounts based on a written agreement between the parties by which the plaintiff provided information services to the defendant at its various offices.

2. As per the terms and conditions of the agreement dated 23.4.1998, order forms at exh.‘F’ and ‘L’ were issued. Pursuant to the defendant’s request, by its

letter dated 7.5.1999, the order form at exh.‘L’ was split into two separate order forms which are at exh.‘J’ and ‘K’ to the plaint to provide the said services at the defendant’s Faridabad and Mumbai offices.

3. There is no dispute that the agreement was executed. There is also no dispute that the order forms were executed. There is further no dispute that the services were rendered by the plaintiff and availed of by the defendant.

4. Under clause 2 of the said agreement, a notice period of 12 months was applicable in the event of either party terminating the said services. The services were accordingly terminated in respect of the various order forms of different dates.

5. The only defence raised was one of limitation. In exh.‘A’ to the affidavit-in-reply, the defendant has in a table set out the dates of termination of the service in respect of each of the order forms, viz., 27.6.2001, 27.6.2001, 27.6.2001, 26.3.2002 and 31.3.2003.

6. Terminus a quo would be the expiry of the notice period contained in clause 2 of the agreement. The services were terminated and the services were availed of

during the notice period. It is clear from the record that the services were provided even during the notice period. There is nothing on record to suggest that they were not. In this view of the matter, the period of limitation would commence only 12 months after the aforesaid dates of termination.

7. However, in respect of one of the order forms pertaining to the Faridabad office of the defendant, the termination was on 27.6.2001. By a letter dated 30.7.2001, the plaintiff agreed to bring down the notice period by six months to 27.12.2001. The services have thus been terminated on 27.12.2001. I quite see that this was done as a benefit to the defendant. However, in respect of this, the defendant would be entitled to unconditional leave. As per the defendant's own statement, the invoices pertaining to this are of the aggregate value of Rs.2,87,937/-. I shall presume that there is also a defence in respect of the invoices of the value of Rs.2,500/-.

8. As regards the rest of the claim, there is no defence whatsoever.

9. In the circumstances, the Summons for Judgement is partly made absolute and the suit is partly decreed in

the sum of Rs.10,73,146.63 together with interest thereon at the rate of 12% per annum from the date of filing of the suit till payment and/or realisation.

10. The defendant is granted unconditional leave to defend the suit in respect of the balance claim.

11. In respect of the balance claim, the suit is transferred to the list of commercial causes.

12. The defendant to file its Written Statement within four weeks from today.

13. Discovery and inspection to be completed within six weeks thereafter.

14. The Summons for Judgement stands disposed of accordingly.

S.J. VAZIFDAR, J.